IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMARY SUIT NO. 3238 OF 2006

Mr. Hitesh Pukhraj Jain. ... Plaintiff.

V/s.

M/s. Mangilal Mohanlal Jain & Ors. ... Defendants.

....

Mr. Sohanraj Chapda for the Plaintiff.
None for the Defendants.

CORAM : DR. D.Y.CHANDRACHUD,J.

26th March 2007.

P.C. :

. The suit under Order 37 of the Code of Civil Procedure 1908 has been instituted to recover an amount of Rs.2.00 lacs together with interest on the principal sum of Rs.1,22,000/- The Plaintiff had extended financial assistance to the first Defendant of whom the second and third Defendants are partners. The Defendants by an acknowledgment annexed at Exhibit A-1 to the plaint confirmed that an amount of Rs.1,32,500/- is due and payable. On 10th October 2006, an amount of Rs.10,000/- was paid to the Plaintiffs by a cheque drawn on the Bank of Baroda.

2. The Defendants have been served and an affidavit of service has been filed. However, the Defendants have not entered appearance. Counsel appearing on behalf of the Plaintiff has tendered a compilation of documents containing interalia an acknowledgment of liability by the Defendants. Since the Defendants have not entered appearance, the Plaintiff would be entitled to a decree as prayed, under the provisions of Order 37 Rule 6(a) of the Code of Civil Procedure, 1908. Even otherwise, the claim of the Plaintiff is substantiated on the basis of the documentary evidence on the record.

3. The suit is accordingly decreed as prayed, subject to the modification that the Plaintiff would be entitled to interest at the rate of 9% per annum from the date of the suit until payment or realisation.